

MORTGAGE RECORD 88

in the performance of any obligation herein contained, and to rent the same for the account of Mortgagor and (2) upon commencement of any proceedings, judicial or otherwise, to enforce any right under this mortgage, to have a Receiver for said property appointed by a court of competent jurisdiction, upon application by Mortgagee and production of this mortgage, without other evidence and without notice of hearing of said application; which Receiver shall have, among other things, full power to rent, lease and operate said property and collect all rents, profits and other revenues therefrom during said default and the period of redemption. All rents, profits and other revenues collected as herein provided by either the Mortgagee or the Receiver shall be applied, after deduction for all costs of collection and administration, upon the mortgage debt in such manner as the Mortgagee or the court may direct; Provided, however, that if Mortgagor be in default in the payment of any other debt to Mortgagee not secured by this mortgage, Mortgagee or Receiver may apply the rents, profits and other revenues hereby collected to the reduction of same.

19. All rights, privileges, benefits, obligations and powers herein conferred on the Mortgagee may be exercised on behalf of the Mortgagee by the Secretary of Agriculture, or by the head of any other agency of the Federal Government that may from time to time be vested with authority over the subject matter of this contract, or his duly authorized representatives.

20. THAT TIME IS OF THE ESSENCE of this mortgage and of the note and other instruments herein referred to, AND SHOULD DEFAULT be made in the payment of any installment due under said note or under any extension or renewal thereof or under any agreement supplementary thereto, or should Mortgagor fail to keep or perform any covenant, condition or agreement herein contained or referred to, then in any of said events Mortgagee is hereby irrevocably authorized and empowered, at its option and without notice and without affecting the lien hereby created or its priority of any right of Mortgagee hereunder (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, or (2) to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, and any other necessary costs and expenditures for the preservation and protection of this lien, or (3) to pursue any remedy for it by law provided; PROVIDED; HOWEVER, that each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. All monies advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, court costs and other expenses incurred in enforcing the provisions thereof, with interest at three per cent (3%) per annum until repaid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand, in lawful money of the United States at Farm Security Administration, U.S.D.A.-Lincoln, Nebraska, or at such other place as Mortgagee may designate.

21. Mortgagee may foreclose this mortgage by action in a court of competent jurisdiction in accordance with the laws existing at the time of the commencement thereof, and said property may be sold on terms and conditions satisfactory to Mortgagee.

22. Should this said property be sold under foreclosure: (1) Mortgagee or its agent may bid at such sale and purchase said property as a stranger; (2) Mortgagor will pay all costs, fees and other expenses incurred in connection therewith; (3) Mortgagor does hereby expressly waive all present and future valuation and appraisal laws and, as against the indebtedness hereby secured, Mortgagor waives all exemptions which he has or to which he may be entitled under the Constitution and laws of the State of Kansas.

23. Application of the proceeds of such sale shall be made in the following order: (1) To the payment of the cost of foreclosure, including expenses of advertising, selling and conveying such property, abstract of title, court costs and other expenses incident and necessary thereto; (2) to the payment of any amounts that shall have been expended by the Mortgagee or that may then be necessary to expend in the payment of insurance premiums, taxes or other expenditures as herein provided, with interest thereon as aforesaid; (3) to the payment in full of the note herein secured, whether the same shall or shall not have fully matured at the time of said sale; (4) to the payment of secondary liens duly approved and allowed by the court; and (5) the balance, if any, shall be delivered to the Mortgagor.

Given under our hands and seals, this the twenty seventh day of October, 1943.

Rte. 1, Lawrence, Kansas
(Mail Address)

Russel V. Houk
(Husband)

Rte. 1, Lawrence, Kansas
(Mail Address)

Betty Jane Houk
(wife)

STATE OF KANSAS)
COUNTY OF DOUGLAS)SS

On this 27 day of October, A. D. 1943, before me the undersigned, a Notary Public in and for said county and state, personally appeared RUSSEL V. HOUK and BETTY JANE HOUK, husband and wife, to me personally known and known to me to be the same persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

(SEAL) My commission expires: March 21, 1945.

Roy Flory
Notary Public

Recorded on October 27, 1943 at 11:05 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 19278

Reg. No. 3566
Fee paid \$5.00

MORTGAGE

THIS INDENTURE, Made this 20th day of October, A.D. 1943, between Bert Ticehurst and Georgia E. Ticehurst his wife, of Shawnee County, in the State of Kansas, of the first part, and G. H. Austin and Esther Austin, his wife, of Montgomery County, in the State of Kansas, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said parties of the second part, their heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

125 feet east and West by 74 feet North and South and including a tract of land described as: Commencing 127 feet west of the Northeast corner of Block 5 in Lane Place, an addition to the City of Lawrence, in Douglas County, Kansas, thence West 125 feet, thence North 24 feet, thence East 125 feet, thence South 24 feet to place of beginning, and also Lot 1 of Block 6, less the West 30 feet thereof, in Lane Place, an Addition to the City of Lawrence.

All equipment now attached and in use to be considered real property.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Bert Ticehurst and Georgia E. Ticehurst, his wife have this day executed and delivered a certain promissory note in writing to said parties of the second part, of which the following is a copy:

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